

IN THE MATTER OF ARBITRATION )  
 )  
 between )  
 )  
 School District of the )  
 Menomonie Area, Menomonie, )  
 Wisconsin )  
 )  
 and )  
 )  
 Menomonie Education Association, )  
 Menomonie, Wisconsin )  
 )))))))

FINAL OFFER INTEREST )  
 ARBITRATION )  
 WISCONSIN EMPLOYMENT )  
 RELATIONS COMMISSION )

WERC Case XXXVII No. 28637  
 MED/ARB-1391  
 Decision No. 19166-A

March 22, 1982

APPEARANCES

For School District of the Menomonie Area

Allan P. May, Administrative Assistant  
 David Ross, Superintendent

For Menomonie Education Association

Rex F. Gilligan, Executive Director, West Central Education Association  
 James Begalke, Executive Director, West Central Education Association  
 Steven Jessen, Negotiating Team Chairperson  
 Ellwyn Hendrickson, Negotiating Team Member  
 Emy Van Osdale, Negotiating Team Member  
 Dennis Kropp, Negotiating Team Member  
 Barbara Gort, Negotiating Team Member  
 Grace Bahr, Negotiating Team Member

JURISDICTION OF MEDIATOR-ARBITRATOR

On April 28, 1981, the Parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on August 14, 1981; that thereafter the Parties met on six occasions in efforts to reach an accord on a new collective bargaining agreement; that on September 10, 1981, the Association filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act; that on October 7, 1981, Robert M. McCormick, a member of the Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by October 29, 1981, the Parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon, and on November 20, 1981, the Investigator notified the Parties that the investigation was closed; and that said Investigator has advised the Commission that the Parties remain at impasse.

The Wisconsin Employment Relations Commission having, on November 23, 1981, issued an Order requiring that mediation-arbitration be initiated for the purpose of resolving the impasse arising in collective bargaining between the Menomonie Education Association and the School District of the Menomonie Area on matters affecting wages, hours and conditions of employment of all regular full-time and regular part-time professional employees, excluding substitute teacher, teacher aids, managerial, supervisory and confidential employees and all other employees of the District; and on the same date the Commission having

furnished the Parties a panel of Mediator-Arbitrators for the purpose of selecting a single Mediator-Arbitrator to resolve said impasse; and the Commission having, on December 1, 1981, been advised that the Parties had selected Mr. Richard J. Miller, New Hope, Minnesota, as the Mediator-Arbitrator.

Pursuant to Section 111.70(4)(cm) 6.b. of the Municipal Employment Relations Act, the Mediator-Arbitrator on Tuesday, January 26, 1982, at 10:00 a.m., in the second floor conference room of the United Bank, Menomonie, Wisconsin, attempted to mediate for eight (8) hours the following issues at impasse for the 1981-82 and 1982-83 school years:

1. Salaries
2. Extracurricular Compensation (1982-83 School Year)
3. Resignation Forfeiture Language

At about 5:00 p.m. on the same day the Mediator-Arbitrator declared an impasse on all of the heretofore issues and at approximately 6:30 p.m. the Parties proceeded to final offer arbitration. Following receipt of positions, contentions and evidence, the Parties filed post hearing briefs that were received on February 27, 1982. The Parties also submitted reply briefs that were received on March 13, 1982, at which time the hearing was considered closed.

#### POSITIONS OF THE PARTIES

The School District's final offer is as follows:

1. 1981-82 salary schedule - See Appendix A.
2. 1982-83 salary schedule - See Appendix B.
3. Extracurricular Compensation - \$117.50 per point for 1982-83 school year as per point designation set forth in Exhibit C of the stipulated agreement.
4. Article XX. Resignation Forfeiture  
In the event that a unit member resigns his/her position with the District, and that resignation is accepted, the unit employee shall forfeit a sum in accordance with the following schedule:

- Resignations submitted by April 15 for the ensuing school year - no forfeiture.
- After April 15 and by June 30 - \$200.00.
- After June 30 and by August 15 - \$400.00.
- After August 15 and through school year for that current year - \$600.00.

No resignation forfeiture shall be assessed in those cases where a unit employee resigns because of a reduction in contract introduced after April 15 for the ensuing year.

The Menomonie Education Association submits the following as its final offer:

- I. 1981-82 Association Proposal  
Salary Schedule - See Appendix C.
- II. 1982-83 Association Proposal  
Increase the following rates by 8.5% - See Appendix D.
- III. Article XXII - Professional Compensation and Related Provisions

	<u>1981-82</u>	<u>1982-83</u>
A. Item E: Split Grade Teacher	715	776
B. Item M: Department Chairmanships	400	434
C. Item Q: Per Point Compensation - Extra Curricular Activities	112.50	122
D. Item R: Work at Athletic Events -		
In District	12.50	13.56
Out of District	17.50	18.99

IV. The new Agreement shall contain all items as printed in the 1979-80-1980-81 Agreement which were not at issue plus all Tentative Agreements.

V. The Association rejects a change in the current contract regarding Resignation Forfeiture.

ANALYSIS OF THE EVIDENCE

The Mediator-Arbitrator evaluated the final offers of the Parties in accordance with the criteria enumerated in Wisconsin Statutes 111.70(4)(cm)7. The criteria includes:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

A. THE LAWFUL AUTHORITY OF THE MUNICIPAL EMPLOYER.

Section 7(A) is not at issue in the instant case. The School District retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin and of the United States, including all of the rights contained in Article III, Management Rights of the agreement.

B. STIPULATIONS OF THE PARTIES.

The stipulation of agreements between the Parties that occurred during negotiations or mediation sessions include a change from the 1979-81 agreement in Article II, Article III, Article VIII, Article XII, Article XXII, Article XXV, Article XXIII, Article XXVIII, Exhibit B and Exhibit C. The Parties also agreed upon a new Article XXVII. The Parties further stipulated that the successor agreement shall contain all items as printed in the 1979-81 agreement that were not at issue.

The School District acknowledges the Association's stipulation to the correctness of the costs that were determined by the School District for the first and second year salary schedules and total package offer. The stipulation of the correctness of the costs makes that procedure congruent with previous practice ever since collective bargaining began in the School District and consequently uses an identical procedure when total School District staff has been added as well as reduced.

C. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS OF ANY PROPOSED SETTLEMENT.

During the course of the arbitration proceedings, the School District indicated that it had the economic resources to pay for any of the final offers submitted by the Parties.

D. COMPARISON OF WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF THE MUNICIPAL EMPLOYEES INVOLVED IN THE ARBITRATION PROCEEDINGS WITH THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF OTHER EMPLOYEES PERFORMING SIMILAR SERVICES AND WITH OTHER EMPLOYEES GENERALLY IN PUBLIC EMPLOYMENT IN THE SAME COMMUNITY AND IN COMPARABLE COMMUNITIES AND IN PRIVATE EMPLOYMENT IN THE SAME COMMUNITY AND IN COMPARABLE COMMUNITIES.

E. THE AVERAGE CONSUMER PRICES FOR GOODS AND SERVICES, COMMONLY KNOWN AS THE COST-OF-LIVING.

F. THE OVERALL COMPENSATION PRESENTLY RECEIVED BY THE MUNICIPAL EMPLOYEES, INCLUDING DIRECT WAGE COMPENSATION, VACATION, HOLIDAYS AND EXCUSED TIME, INSURANCE AND PENSIONS, MEDICAL AND HOSPITALIZATION BENEFITS, THE CONTINUITY AND STABILITY OF EMPLOYMENT, AND ALL OTHER BENEFITS RECEIVED.

The Association has proposed for the 1981-82 school year a base salary of \$12,900 with vertical increments of:

BA	BA+8	BA+16	BA+24	
430	475	520	570	
MA	MA+8	MA+16	MA+24	MA+32
630	650	690	710	710

and, horizontal increments between the BA, BA+8, BA+16, and BA+24 of \$225; and \$250 between from the MA+24 to the MA+32.

The School District's final position for the 1981-82 school year includes a base salary of \$12,850 with vertical increments of:

BA	BA+8	BA+16	BA+24	
400	440	480	520	
MA	MA+8	MA+16	MA+24	MA+32
620	640	660	680	700

and, \$200 horizontal increments.

The School District's first year, 1981-82 total package settlement offer represents a 10.46% increase over the 1980-81 contract year and also an \$2286 Average Dollar Increase (ADI) per teacher. The Association's first year 1981-82 total package settlement offer represents a 12.42% increase over the 1980-81 contract year and a \$2713 ADI.

The Parties have little dispute over which school districts should be included for making comparability arguments but do have a genuine dispute as to how the data should be extrapolated. Both Parties have included comparisons based upon Big Rivers Athletic Conference schools, contiguous school districts and selected school districts. The schools used by the School District are identified on School Board Exhibits #27 and 28. The Association's list of comparable schools are contained in Union Exhibits #2, 66, 87A and 88. All the school districts used by the Association and School District, except the statewide schools, constitute a valid comparability group which will be analyzed to ascertain the best final position. Furthermore, the use of percentages in costing and then comparing this to the comparability group is a valid method. So too, is how many dollars the salary schedules generate in the settled school districts that makeup the comparability group.

The School District's final position regarding 1981-82 salary is supported by the following:

1. The School District's final position offers a higher ADI and total package percentage increase than either the Eau Claire and Chippewa Falls school districts.

2. There has been a consistent history of the School District providing more dollars faster on the salary schedule than any athletic conference or contiguous school districts. The fact that the School District has the least number of steps to get to the maximum salary in a salary lane has been a trade-off position, in lieu of the highest maximum salaries in the area, for the past eight years.

3. When the "potential conference" school district historical relationship is reviewed by category on the salary schedule, that relationship like the conference schools, also remains consistent from 1978-79 to present. It is equally as clear when comparing the School District to Rice Lake or Tomah as it is when comparing the School District to the remainder of the conference schools that a consistent historical effort has been made on behalf of the School District. The School District, on Board Exhibit #27 through #35, has maintained a position close to the top of the six school districts of Menomonie, Eau Claire, Chippewa Falls, LaCrosse, Tomah and Rice Lake, at the BA and MA degree bases and maintained a position close to the bottom of the six school districts at the BA degree maximum and maintained a position close to the middle of the six school districts at the MA degree and the salary schedule maximums. In every case, the School District maintained its same historical relationship in its 1981-82 final offer.

4. There is a high level of dissimilarity of the salary schedules and the ability to earn and receive salary schedule credit beyond the MA degree of the smaller contiguous districts when compared to the School District, and there is a high level of similarity of the salary schedule and the ability to earn and receive salary schedule credit beyond the MA degree of the Eau Claire public schools when compared to the School District.

5. When the selected school districts, which represent a group of twenty school districts that were used to make comparisons in preparation of partial calculations for determining salaries for twelve of twenty-one part or full-time administrators in the School District, are reviewed on Board Exhibits #28, 30, 32, 34 and 36, one can see that there is a relatively high level of historical relationship consistency. The exception might be the BA degree base category which shows that the School District BA base salary has been increasing.

The Association's final offer regarding 1981-82 salary is buttressed by the following:

1. A review of Union Exhibits #80-86 shows that the Association's final offer more closely compares to the dollar increases, on various points on the salary schedule, in the Big Rivers Athletic Conference than does the School District's final offer.

2. The School District's final offer erodes the integrity of the salary schedule especially from BA to BA+24 column and the BA base to the BA lane maximum.

3. In 1980-81, 92.7505 of the 171.736 FTE's were placed on the schedule within the BA lane and BA+24 lane (See Association Error #4, School District's Reply Brief). This 92.7505 represents 54.00076% of the total faculty being in those positions on the salary schedule for 1981-82 that the School District has chosen to reduce. Moreover, these teachers so penalized by the School District could conceivably be frozen at that position until retirement, given the terms of the Contract language in Article XXV, which states that all coursework for advancement, "...shall be approved by the Superintendent in advance of taking such courses." and "[p]rior mutual agreement between the unit member and the Board is required if unit members wish to receive movement on the salary schedule." However, as stated in the first paragraph of Article XXV, B, the individual does not need prior approval for graduate coursework taken in a prescribed program for an advanced degree, including AV, guidance or any courses required for continued certification by the Department of Public Instruction.

The School District has been consistent in its administration of this provision and the Association has failed to show where the Board has required prior approval for taking courses in a prescribed program, AV, guidance or courses required for continued certification. Furthermore, the language set forth in Board Exhibit #3, Article XXV, is new language as identified in the stipulation and refers only to a professional M.S. or E.D.S. degree, i.e., that which does not specifically define a subject or topical area of concentration. This was done to control teachers receiving "paper mill" degrees and having those credits applicable to the salary schedule.

4. The amounts between BA and BA+24 on the salary schedule more closely coincide with both athletic conference and contiguous district increase, be they percentage or dollar amount.

5. The total package increase of those contiguous districts that have settled for the 1981-82 school year show that the Association's final position is more closely aligned to the average than the final position of the School District. This same conclusion holds true when comparisons are made at the MA maximums of the settled school districts in both the contiguous schools and athletic conference schools. In the schedule maximum, the School District's final offer would drop the Association in rank from #3 in 1980-81 to #6 in 1981-82, while the Association's offer would only drop the Union from 3rd to 4th place in the contiguous and athletic conference school districts.

6. A comparison of the settled northern Wisconsin schools show that the Association's position is more closely aligned to the average dollars and dollar increases of those schools at the BA 7th step, BA maximum, MA maximum and schedule maximum, while the School District's position is more favorable at BA minimum, MA minimum and MA 10th step.

7. In Table III, Union's Reply Brief, the Association's comparison shows that were the School District's final offer accepted, Menomonie's average teacher would fall to \$1,625 below the conference average, a loss of \$207 in the athletic conference to the already lowest paid average teacher. Table IV, on the other hand, implementing the Union's final offer, shows that Menomonie's average teacher would be \$1,389 below the average, a mere \$30 gain.

There are three different measures of inflation, namely; the CPI, All Items, All Urban Consumers, All Cities; the CPI, All Items, All Urban Consumers, Nonmetro Urban; and the Personal Consumption Expenditure Deflator (PCE).

The CPI, All Items, All Urban Consumers, All Cities, dropped from 11.0% in September, 1981, to 8.9% in December, 1981, a drop of 2.1% in four months, as set forth in Board Exhibit #53. The annualized rate for the calendar year 1981 was 8.9% as set forth in the Board's Exhibit #48, the lowest annualized rate since 1977.

The CPI, BLS, for all Urban Consumers, 1967 base, Nonmetro Urban figures, All Items column went from 10.3% in September, 1981, to 8.4% in December, 1981, with the annualized rate being 8.4% (Board Exhibit #53).

Board Exhibit #55 shows the measure of inflation for the PCE's annual percent increases for the first three quarters of calendar year 1981 to range from 9.0% to 8.3%.

All three measures of inflation show the identical downward trend of inflation. Consequently, the proposed 10.46% first year increase offered by the School District is more reasonable than the 12.42% first year increase proposed by the Association.

The Mediator-Arbitrator concludes that neither position offered by the Parties is superior or better than the other when compared to all of the evidence heretofore mentioned. Thus, the pivotal issues in resolving this impasse rests heavily on the Resignation Forfeiture proposal sought by School District and the salary, including extracurricular, for the 1982-83 school year.

The Association is not proposing a change in the current contract (Article XX) neither in the amount of reimbursement listed nor the language regarding resignation forfeiture. The School District, on the other hand, is proposing to expand both the amount of liquidated damages as well as the intent of the existing contract language.

The adduced evidence establishes that (1) there is a history of a contract severance penalty since the beginning of collective bargaining in the School District, (2) that the Association has not proposed a change in the dollar amount of the penalty since 1970-71, (3) the current contract language was not an effective deterrent to late resignations (those after July 1), (4) the problem exists only with Association members, (5) regardless of whether the School District fills a position vacancy with a staff member from the current staff or from outside of the School District there is a cost of replacement when the School District is compelled to comply with equal employment opportunity [The Association cited two instances where, on Board Exhibit #57, the School Board hired persons that were already on staff to vacant positions. Such hiring does not negate the necessity of going through all of the hiring procedures for the posted vacancy and, in addition, requires the School District to fill another vacancy in cases of full-time positions. Furthermore, the hiring and orientation procedures with employees new to the School District support the significance of the replacement costs, a cost which becomes necessary due to an employee initiated severance of a previously agreed upon contractual relationship. Such costs are increased after July 1 of a given year due to the necessity of the School District having to solicit candidates on a more individual basis (i.e., personal telephone calls to college and university placement directors)], (6) resignation approval has always had to be requested of the School Board, and (7) more importantly, Board Exhibit #3 (Stipulation of Agreements which Reflect Changes from the 1979-81

Agreement), Article XII, entitled Layoff Procedure, Section 8, sets forth a severance pay for layoff. The timelines controlling the amount of severance pay and the dollar amounts of the severance pay are exactly the same as those set forth in the School District's final position regarding Resignation Forfeiture. Thus, if the School Board causes a severance in the contractual relationship between the School Board and the employee, then the School Board pays the employee in accordance with the severance pay timelines and dollar amounts. If the employee causes a severance in the contractual relationship between the School Board and the employee, then the employee pays the School Board in accordance with the same timelines and dollar amounts.

It is clear from the foregoing evidence that the School District's final position regarding Resignation Forfeiture is more just and equitable than the Association's final position.

The Association is proposing a rate adjustment of 8.5% on the salary schedule for the 1982-83 school year, so that the base salary will be \$13,997; and increments adjusted 8.5% to:

BA	BA+8	BA+16	BA+24	
466	515	564	618	
MA	MA+8	MA+16	MA+24	MA+32
684	706	727	749	770

and, horizontal increments between the BA, BA+8, BA+16, and BA+24 of \$244; and \$271 between from the BA+24 to the MA+32.

The School District has proposed a BA base salary for 1982-83 of \$14,000 with vertical increments of:

BA	BA+8	BA+16	BA+24	
400	440	480	520	
MA	MA+8	MA+16	MA+24	MA+32
700	720	740	760	780

and, maintains the horizontal differential at \$200.

In addition, for the 1982-83 school year, the Association seeks to maintain its 8.5% increase in Article XXII as follows:

	<u>1981-82</u>	<u>1982-83</u>
1. Item E. Split Grade Teacher	715	776
2. Item M. Departmental Chairmanship	400	434
3. Item Q. Per Point Compensation	112.50	122
4. Item R. Work at Athletic Events		
In District	12.50	13.56
Out of District	17.50	18.99

The School District chose to increase only the extracurricular compensation from \$112.50 to \$117.50, or \$5.00; and not raise the rates of the other items referred to above in Article XXII - Professional Compensation and Related Provision.

In Board Exhibit #37 (1977-78 and 1978-79 agreements), Article XXIII, reveals that those teachers involved in Items E, M, Q and R of the Association's final position received no increase in compensation for the second year (1978-79). In Board Exhibit #4 (1979-80 and 1980-81 agreements), Article XXIII, indicates that split grade teachers and teachers working in extracurricular received a salary increase in both years of the contract, while teachers working at an athletic event and department chairpersons received no additional increases for the second year (1980-81). Clearly, there is no consistent history that supports either Party, especially in the current agreement.

The issue of extracurricular compensation, however, is not the crux of the second year dispute because there is little economic impact placed on the School District if the Mediator-Arbitrator awards the Association's final position. The greatest economic impact is the salary increases sought by the Parties.

The Association's second year offer does not include increment costs in its final position of 8.5%. Thus, the proper increase over the School District's first year offer is a total package cost of 12.15% (Board Exhibit #21), while the total package cost of the School District's proposal is 9.9% (Board Exhibit #18).

Board Exhibits #4 and #37 show that there has been a history of two-year contracts in the School District. In every instance of a two-year contract, the Parties were compelled to use whatever data was available in order to make a salary determination for the second year when other comparables were not available. In fact, the first two-year agreement (1977-79) actually used the CPI as a measure of inflation to determine the salary increase for the second year. That criteria must also be employed in this case because the record is void of any substantive salary settlements in the comparability group for making the second year determination. This method is also consistent with 111.70(4)(cm) 7(E).

Board Exhibit #45, The Kiplinger Washington Letter, indicates that inflation should slow in 1982 "to 8% or less for the entire year." Board Exhibit #46, a page from U.S. News and World Report, January 18, 1982, contains a synopsis of inflation forecasting by some of the nation's leading economists. Wharton Econometric Forecasting Associates forecast that inflation will fall to 6.4% for calendar year 1982. The Chamber of Commerce of the U.S. forecasts that inflation will fall to 7.5% for 1982. Evans Economics Forecasting Service predicts inflation to be 6.5% for 1982. The Business Council forecasts inflation, as measured by the CPI, to be 7.7% for 1982. Morgan Guaranty Trust Company forecasts inflation, as measured by the CPI, to be 7% for 1982. Crocker Bank predicts "a marked improvement in the inflation rate" and as a result predicts something less than the previous annualized 8.9% rate of inflation for 1981, as measured by the CPI and set forth in Board Exhibit #48. Board Exhibit #47, Nations Business, January 1982, forecasts a 7.5% inflation rate for 1982, as measured by the CPI, and a 6.5% inflation rate for 1983. Board Exhibit #48 states, "Jason Benderly, chief economist at Washington Analysis Corp., said he believes prices will rise about 6% this year (1982)---." That same exhibit also states that "Barry Bosworth, an economist at the Brookings Institution and an advisor in the Carter administration, said he expects consumer prices to rise about 7% this year.

These forecasters all agreed that the level of inflation for 1982 should fall between 8% and 6%. Moreover, no one indicated that inflation would rise in 1983 at a rate above the 1982 level. Consequently, the School District's offer of 9.9% for the 1982-83 school year is considerably above the inflation rate and must be judged as being the best position for the 1982-83 school year.

G. CHANGES IN ANY OF THE FOREGOING CIRCUMSTANCES DURING THE PENDENCY OF THE ARBITRATION PROCEEDINGS.

The only valid changes in any of the foregoing circumstances during the pendency of the arbitration proceedings was the salary schedules for Glenwood City and the Spring Valley salary schedule plus the appropriate costing data sheet that were submitted by the Association on February 12, 1982, and January 29, respectively. The Mediator-

Arbitrator did not consider the addended material to the School District's post hearing brief (i.e., Addendums I through IV, and the modifications of Board Exhibits #17-21) in his deliberations. To do so, would be unfair to the Association because it did not afford them an opportunity for cross examination.

- H. SUCH OTHER FACTORS, NOT CONFINED TO THE FOREGOING, WHICH ARE NORMALLY OR TRADITIONALLY TAKEN INTO CONSIDERATION IN THE DETERMINATION OF WAGES, HOURS AND CONDITIONS OF EMPLOYMENT THROUGH VOLUNTARY COLLECTIVE BARGAINING, MEDIATION, FACT-FINDING, ARBITRATION OR OTHERWISE BETWEEN THE PARTIES, IN THE PUBLIC SERVICE OR IN PRIVATE EMPLOYMENT.

Section 7(H) was not given great weight because such other factors normally or traditionally taken into consideration were previously mentioned in Section 7(A-G).

AWARD

Having reviewed the evidence and arguments of both the Association and the School District in light of the statutory criteria, the Mediator-Arbitrator concludes that the School District's final offer shall be incorporated into the collective bargaining agreement as required by statute.

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Richard John Miller  
Mediator-Arbitrator

Dated this 22nd day of March 1982

Minneapolis, Minnesota

APPENDIX A

SCHOOL DISTRICT OF THE KENOSHA AREA

1981-82

Step	B	B+8	B+16	B+24	11	M+8	M+16	M+24	M+32
0	12,850	13,050	13,250	13,450	13,650	13,850	14,050	14,250	14,450
1	13,250	13,490	13,730	13,970	14,270	14,490	14,710	14,930	15,150
2	13,650	13,930	14,210	14,490	14,890	15,130	15,370	15,610	15,850
3	14,050	14,370	14,690	15,010	15,510	15,770	16,030	16,290	16,550
4	14,450	14,810	15,170	15,530	16,130	16,410	16,690	16,970	17,250
5	14,850	15,250	15,650	16,050	16,750	17,050	17,350	17,650	17,950
6	15,250	15,690	16,130	16,570	17,370	17,690	18,010	18,330	18,650
7	15,650	16,130	16,610	17,090	17,990	18,330	18,670	19,010	19,350
8	16,050	16,570	17,090	17,610	18,610	18,970	19,330	19,690	20,050
9	16,450	17,010	17,570	18,130	19,230	19,610	19,990	20,370	20,750
10		17,450	18,050	18,650	19,850	20,250	20,650	21,050	21,450
11			18,530	19,170	20,470	20,890	21,310	21,730	22,150
12					21,090	21,530	21,970	22,410	22,850

APPENDIX B

SCHOOL DISTRICT OF THE MEMOMONIE AREA

1982-3

Step	B	B+8	B+16	B+24	M	M+8	M+16	M+24	M+32
0	14,000	14,200	14,400	14,600	14,800	15,000	15,200	15,400	15,600
1	14,400	14,640	14,880	15,120	15,500	15,720	15,940	16,160	16,380
2	14,800	15,080	15,360	15,640	16,200	16,440	16,680	16,920	17,160
3	15,200	15,520	15,840	16,160	16,900	17,160	17,420	17,680	17,940
4	15,600	15,960	16,320	16,680	17,600	17,880	18,160	18,440	18,720
5	16,000	16,400	16,800	17,200	18,300	18,600	18,900	19,200	19,500
6	16,400	16,840	17,280	17,720	19,000	19,320	19,640	19,960	20,280
7	16,800	17,280	17,760	18,240	19,700	20,040	20,380	20,720	21,060
8	17,200	17,720	18,240	18,760	20,400	20,760	21,120	21,480	21,840
9	17,600	18,160	18,720	19,280	21,100	21,480	21,860	22,240	22,620
10		18,600	19,200	19,800	21,800	22,200	22,600	23,000	23,400
11			19,680	20,320	22,500	22,920	23,340	23,760	24,180
12					23,200	23,640	24,080	24,520	24,960

APPENDIX C  
MEA FINAL OFFER

Salary Schedule 1981-82

Step	B	B+8	B+16	B+24	M	M+8	M+16	M+24	M+32
0	12,900	13,125	13,350	13,575	13,825	14,075	14,325	14,575	14,825
1	13,330	13,600	13,870	14,145	14,455	14,725	14,995	15,265	15,535
2	13,760	14,075	14,390	14,715	15,085	15,375	15,665	15,955	16,245
3	14,190	14,550	14,910	15,285	15,715	16,025	16,335	16,645	16,955
4	14,620	15,025	15,430	15,855	16,345	16,675	17,005	17,335	17,665
5	15,050	15,500	15,950	16,425	16,975	17,325	17,675	18,025	18,375
6	15,480	15,975	16,470	16,995	17,605	17,975	18,345	18,715	19,085
7	15,910	16,450	16,990	17,565	18,235	18,625	19,015	19,405	19,795
8	16,340	16,925	17,510	18,135	18,865	19,275	19,685	20,095	20,505
9	16,770	17,400	18,030	18,705	19,495	19,925	20,355	20,785	21,215
10		17,875	18,550	19,275	20,125	20,575	21,025	21,475	21,925
11			19,070	19,845	20,755	21,225	21,695	22,165	22,635
12					21,385	21,875	22,365	22,855	23,345

Horizontal - \$225 B to M  
\$250 M to M+32

APPENDIX D  
MEA FINAL OFFER

Salary Schedule 1982-83

Step	B	B+8	B+16	B+24	M	M+8	M+16	M+24	M+32
0	13,997	14,241	14,485	14,729	15,000	15,271	15,543	15,814	16,085
1	14,463	14,756	15,049	15,347	15,684	15,977	16,270	16,563	16,855
2	14,930	15,271	15,613	15,966	16,367	16,682	16,997	17,311	17,626
3	15,396	15,787	16,177	16,584	17,051	17,387	17,723	18,060	18,396
4	15,863	16,302	16,742	17,203	17,734	18,092	18,450	18,808	19,167
5	16,329	16,818	17,306	17,821	18,418	18,798	19,177	19,557	19,937
6	16,796	17,333	17,870	18,440	19,101	19,503	19,904	20,306	20,707
7	17,262	17,848	18,434	19,058	19,785	20,208	20,631	21,054	21,478
8	17,729	18,364	18,998	19,676	20,469	20,913	21,358	21,803	22,248
9	18,195	18,879	19,563	20,295	21,152	21,619	22,085	22,552	23,018
10		19,394	20,127	20,913	21,836	22,324	22,812	23,300	23,789
11			20,691	21,532	22,519	23,029	23,539	24,049	24,559
12					23,203	23,734	24,266	24,798	25,329